

### **REMARKS**

Claims 3-7, 10-37, 40-42, 45-53, and 57 are now pending in this application. Claims 3, 20, 32, 34, 36, and 57 are in independent form.

Claims 3-5, 7, 10-37, 40-42, 45, and 51-52 have been amended, claims 1-2, 8-9, 38-39, 43-44, and 54-56 have been canceled, and claim 57 has been added.

#### **Claim Rejections Under 35 U.S.C. § 112, first paragraph**

The Office Action rejects claims 1 and 20 under 35 U.S.C. § 112, first paragraph, as failing to comply with the written description requirement. The claims are alleged to contain subject matter which was not described in the specification in such a way as to reasonably convey that the inventor, at the time of the application was filed, had possession of the claimed invention. The Office Action asserts that the term “adapting device” in claims 1 and 20 does not appear in the specification or original claims.

The Office Action also rejects claims 28-37 under 35 U.S.C. § 112, first paragraph, as failing to comply with the written description requirement. The Office Action asserts that the terms “first recording device” and “second recording device” in claims 28-37 do not appear within the specification or original claims.

The Office Action further rejects claims 1-3, 5, 8-10, 16-20, 26, 28-41, 43, 47-49, 51 and 52 under 35 U.S.C. § 112, first paragraph, as failing to comply with the written description requirement. The Office Action asserts that the term “portable camera” in the amended claims does not appear in the specification or original claims. These rejections are respectfully traversed.

#### ***Canceled claims and other changes pertinent to the §112 rejections***

Claims 1-2, 8-9, 38-39, 43-44, and 54-56 are cancelled, and thus the rejection thereof is moot.

Claim 3, amended to be in independent form does not include the rejected term “adapting device”. A careful review of the specification will show that the subject matter recited in

amended claim 3 is supported therein. Applicants submit that the combination of features recited in claim 3 are supported by the specification and are not disclosed in the prior art.

***“Adapting a service menu” as Previously Recited in Claim 20 is Supported by the Specification.***

Claim 20 has been amended in part to recite “configuring a service menu associated with the product ID” (as compared with the previous “adapting a service menu...”). The Office Action maintains that the term “adapting” is not supported by the specification. Should the Examiner maintain that the amended term “configuring” is not supported in the specification, Applicants provide the following remarks.

As discussed in detail in the Amendment filed February 7, 2008, “[t]he subject matter of the claim need not be described literally (i.e., using the same terms or *in haec verba*) in order for the disclosure to satisfy the description requirement.” MPEP § 2163.02. Applicants submit that without using the literal text “configuring a service menu”, the specification clearly discloses that the invention may change (i.e., adapt/configure) a service menu depending on various data obtained. (*See, e.g.*, Specification page 6, lines 9-16; Fig. 7; page 13, line 27 to page 14, line 18 (corresponding to PG PUB paragraphs [0033]; [0064]-[0066])). That is, depending on certain information (e.g., product ID, user information or other information variously disclosed in the claims), different service offerings may be presented in a service menu or the menu may be re-ordered, thereby providing a “configured” (and configurable) service menu. Clearly, the specification discloses, using other words “configuring a service menu”.

Claim 20 does not include the term “adapting device” which the Office Action rejects. Applicants submit that one skilled in the art at the time of invention would, in view of the specification, understand “configuring a service menu associated with the product ID,” as recited in claim 20. The specification, as discussed above, supports this feature of the invention. The examiner has not produced any reasonable or logical evidence to the contrary.

***“First recording device” and “second recording device”, as previously recited claims 28-37, are inherently supported by the specification and original claims.***

The terms “first” and “second” in claims 28-37 were previously amended to the claims merely to overcome antecedent issues with regard to multiple recording devices disclosed in the

claims. In an effort to expedite prosecution, the claims have been amended to differentiate the various recording devices using other language (e.g., “ID-menu recording device”, “ID-user recording device”, etc). Applicants note that the exact language of these amended terms also is not present in the specification. However, Applicants believe that this language more clearly reflects the meaning already present in the claims and is therefore well-supported by the original claims and the specification despite the absence of *in haec verba* language therein.

The various recording devices recited in claims 28-37 were originally included in the original claims. For instance, as originally presented, claim 28 recited “a recording device that records the identification information and utility information related to services used by the user”. Claim 29, in contrast, recited “a recording device that records the identification information and user information on the user”. Clearly the recording devices each record different information. As discussed above, the literal terms “first recording device” and “second recording device” are not required by any law or rule to be recited in the specification “using the same terms or *in haec verba*” in order to be supported by the specification. The specification provides voluminous support for multiple recording devices. (See, e.g., specification pages 2, 4). Accordingly, Applicants believe the §112 rejection of claims 28-37 is not proper. Withdrawal of the § 112 rejection and reconsideration of claims 28-37 are respectfully requested.

***“Portable camera” rejection***

Applicants do not concede the appropriateness of the §112, first paragraph rejection of the term “portable”, as the specification clearly describes and illustrates a portable camera. However, in the interest of expediting prosecution, the term “portable” has been removed from claims 3, 5, 10, 16-20, 26, 28-37, 40-41, 47-49, 51 and 52. The rejection of these claims under 35 USC § 112, first paragraph because of the term “portable” is therefore moot. Reconsideration of the claims is respectfully requested.

**Claim Rejections Under 35 U.S.C. § 103**

a) The Examiner rejects claims 1-15, 20-32, 38-41 and 43-56 under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 6,836,617 issued to Safai (hereinafter "Safai") in view of U.S. Patent Application No. 6,646,677 issued to Noro et al. (hereinafter “Noro”).

**Independent claim 3**, as amended, recites, in part, “an ID-menu recording device that records a plurality of product IDs and service menus, the service menus corresponding respectively to the plurality of product IDs; [and] a menu reading device that reads from the ID-menu recording device the service menu corresponding to the product ID received by the information receiving device”. Although Safai discloses that “the software elements 220 of camera 100 may generate [various illustrated] menu displays” (col. 21, l 66 to col. 22, l 2; *see also* col. 22, ll 40-45; col. 7, ll 38-42), those menus are not disclosed to be associated with different product IDs, where each product ID corresponds to a particular camera. Nor does Safai disclose that a service menu is read from a recording device in response to receipt of a product ID. Safai further fails to disclose a device that sends the read service menu through a network to a communication device. Rather, a user of Safai’s device and methods may “press the MENU button on the camera” to activate a menu. (Safai, col. 22, lines 42-43). That menu is disclosed to be generated by software elements of the camera (i.e., not supplied by a server). (Safai, col. 21, line 66 to col. 22, line 2.) Selections from Safai’s camera-supplied menu may be communicated to a server, but the server does not provide data to the camera. (*See* col. 22, lines 33-35). Thus, Safai fails to disclose at least that the menu is:

- recorded on a server with other service menus together with respective differing product IDs of cameras,
- associated on the server with a product ID of a camera, or
- supplied through a network from a server device that holds the plurality of service menus associated with differing product IDs.

Moreover, Safai fails to disclose receipt or recording (or any other usage) of a product ID of a camera by a server. Rather, Safai discloses that a server database “stores one or more account records for users of cameras who maintain accounts at server 810.” (Safai, col. 21, lines 21-22.) The database may store account records (including user authentication information) or pointers to a directory structure of the server. (*See* col. 21, lines 22-24.) A directory in the directory structure “stores one ore more digital images”. (Col. 21, lines 26-27.) Thus, no “product ID of a camera” is received, recorded, associated, or even disclosed by Safai.

Noro fails to remedy the deficiencies of Safai. As discussed in detail in previous responses, the “identification information of a owned by a user from the device” [sic] is not a

“product ID of a camera”. The identification information disclosed by Noro is a network address “for uniquely identifying a camera management device”. (Noro, col. 8, lines 47-51.) Each camera management device may be associated with multiple surveillance cameras, and a camera table 82 “holds a combination of names or the like that easily represent the individual camera positions.” *Id.* In no instance is a particular camera identified by a product ID (or anything that could reasonably be construed to be a product ID).

Even if the network address of a management device or a camera position could be construed to read on the product ID of the present claims (not conceded), the features disclosed by Noro have not been shown to be applicable to Safai. The Office Action asserts that a combination of features from Noro and “Parulski” would be obvious “to enable transmission of identification information for a user camera device as taught by Noro.” (OA, page 8, first paragraph.) (NOTE: Parulski is not applied in the Office Action, and is therefore believed to be inappropriately referenced.) However, neither Safai nor Noro discloses transmission or reception of a product ID of a camera by a server, much less recording and association of the product ID with a service menu by the server.

Nor would one skilled in the art be motivated to combine Noro and Safai “in order to optimize real-time camera control for a client having access control” as asserted by the Office Action – Safai does not provide remote access or control of a camera, and such remote access and control of a camera would serve to render Safai’s device “unsatisfactory for its intended purpose.” *See* MPEP §2143.01(V)

Similarly, Safai and Noro fail to disclose features of independent **claim 20** such as, at least: “receiving images and a product ID from a camera, the product ID identifying a particular camera; configuring a service menu associated with the product ID; providing through a network the [configured] service menu ... for display on a displaying device of the communication apparatus; and receiving through the network a selected service from the service menu”. None of the recited references, alone or in combination provides at least these features recited by claim 20.

Independent **claim 32** recites a service method, which, in its unique combination of features, includes “associating the user information in the user recording device with a stored

product ID that corresponds to a particular camera”. The claim also recites “receiving, from the registered user, the product ID and service information indicating a service selected from the offered services, or receiving from the registered user the product ID, an image and the service information ; and reading from the user recording device the user information associated with the received product ID to specify the registered user, and providing the selected service to the registered user.”

These features also are not disclosed by the prior art of record, either alone or in combination. In particular, Safai and Noro do not disclose these features. Even if the network address of Noro were somehow construed to anticipate a product ID (not conceded), combination of that network address with the camera and database of Safai would not provide an association of camera product ID of a particular camera with user information corresponding to a registered user. Nor would the combination offer services to a registered user “based on camera features associated with the product ID” of a camera. The Office Action does not (and, Applicants submit, cannot) indicate that every feature of claim 32 is disclosed or rendered as obvious by Safai and/or Noro.

Accordingly, Applicants believe independent claim 3, 20, and 32, (and, for the same reasons, dependent claims 4-7, 10-15, 21-31, 40-41 and 45-53) are in condition for allowance. Withdrawal of the § 103 rejection and reconsideration of claims 3-7, 10-15, 20-32, 40-41, and 45-53 are respectfully requested.

b) The Office Action rejects claims 16-19, 33-37 and 42 under 35 U.S.C. § 103(a) as being unpatentable over Safai and Noro and further in view of U.S. Patent Application No. 5,918,211 issued to Sloane (hereinafter “Sloane”). These rejections are respectfully traversed.

**Claims 16-19** depend from claim 3 and are believed to be in condition for allowance for at least the same reasons discussed above regarding claim 3. The Sloane reference does not remedy the deficiencies of Safai and Noro regarding claim 3 as discussed above.

**Claim 33** depends from claim 32 and is believed to be in condition for allowance for at least the same reasons discussed above regarding claim 32. The Sloane reference does not remedy the deficiencies of Safai and Noro regarding claim 32 as discussed above.

**Claim 42** depends from claim 20 and is believed to be in condition for allowance for at least the same reasons discussed above regarding claim 20. The Sloane reference does not remedy the deficiencies of Safai and Noro regarding claim 20 as discussed above.

Independent **claims 34 and 36** also recite features not disclosed by Safai, Noro or Sloane, alone or in combination. The Office Action does not demonstrate, for example, that the applied references disclose “recording, in a service information recording device, after-sales service information corresponding to a product ID of a particular camera; associating the after-sales service information with a stored version of the product ID; [or] reading from the service information recording device the after-sales service information associated with [a] received product ID.” Nor do the reference disclose or render as obvious the transmission of the after-sales service information to a communication device. Thus, Applicants submit that the applied references do not disclose or render as obvious the combination of features recited by independent claims 34 and 36. In particular Safai, Noro, and Sloane, do not alone or in combination disclose every feature of claims 34 and 36, and therefore of dependent claims 35 and 37.

Accordingly, claims 16-19, 33-37 and 42 are believed to be in condition for allowance. Withdrawal of the § 103 rejection and reconsideration of the claims are respectfully requested.

#### **New Claim**

Independent claim 57 is newly added and is believed to recite subject matter not disclosed by the applied art of reference. Consideration of claim 57 is respectfully requested.

**CONCLUSION**

In view of the above amendment, applicant believes the pending application is in condition for allowance.

Should there be any outstanding matters that need to be resolved in the present application, the Examiner is respectfully requested to contact James C. Larsen, Reg. No. 58,565 at the telephone number of the undersigned below, to conduct an interview in an effort to expedite prosecution in connection with the present application.

If necessary, the Commissioner is hereby authorized in this, concurrent, and future replies to charge payment or credit any overpayment to Deposit Account No. 02-2448 for any additional fees required under 37.C.F.R. §§1.16 or 1.147; particularly, extension of time fees.

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Respectfully submitted,

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